



SDMS DocID 2001257



Delta Air Lines, Inc.
Post Office Box 20706
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RANDALL HARRISON

Director - Environmental Services, Department 885

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October 22, 2002

Via Federal Express

Ms. Carlyn Winter Prisk (3HS11)
U.S. Environmental Protection Agency
Region III
1650 Arch Street
Philadelphia, PA 19103-2029

Re: Required Submission of Information
Lower Darby Creek Area Superfund Site – Clearview Landfill, Folcroft Landfill,
and Folcroft Landfill Annex

Dear Ms. Prisk:

I have enclosed Delta Air Lines' response to EPA's August 9, 2002 request for information regarding the Lower Darby Creek Area Superfund Site. By agreement with EPA, the date for Delta's response was extended until October 23. This submittal constitutes a timely response to the EPA request.

Based on my inquiry of those individuals immediately responsible for obtaining information and documents to complete this response, the information contained in the attached response is true and correct to the best of my knowledge, information and belief.

Please note that any future correspondence regarding this matter should be directed to:

Alison M. Jordan, Esq.
Delta Air Lines, Inc.
Department 981
P.O. Box 20574
Atlanta, GA 30306-6001
(404) 715-2482.

Very truly yours,

Randall Harrison



DELTA AIR LINES, INC.'S
RESPONSE TO REQUEST FOR INFORMATION PURSUANT TO
SECTION 104 (e) OF CERCLA
LOWER DARBY CREEK AREA SUPERFUND SITE:
CLEARVIEW LANDFILL, FOLCROFT LANDFILL & FOLCROFT LANDFILL
ANNEX, DELAWARE AND PHILADELPHIA COUNTIES, PENNSYLVANIA

Pursuant to Section 104(e) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"), Delta Air Lines, Inc. ("Respondent" or "Delta") respectfully submits the following response to the United States Environmental Protection Agency's request (the "Request") for information concerning the Clearview Landfill, Folcroft Landfill and Folcroft Landfill Annex portions of the Lower Darby Creek Area Superfund Site, located in Delaware and Philadelphia Counties, Pennsylvania (the "Sites"). The Request was dated August 9, 2002 and Delta's response was originally due within fifteen (15) calendar days of receipt of the letter. By agreement with the EPA, the date for Delta's response was extended to October 23, 2002. To respond to the Request in a timely manner, Delta has based this response on information available to it at this time. Although Delta believes that this response is complete, it will supplement its response should any additional information become available.

Delta has limited its response to the Request to information regarding Delta Air Lines, Inc., including Northeast Airlines, Inc. ("Northeast"), an entity acquired by Delta in 1972, and the specific time frame of 1958 to 1976 as outlined throughout the Request. Information specific to Northeast is noted. Delta has a long corporate history and complex corporate structure, and much of the information covered by the EPA's broad definition of "you" is not relevant to this matter. While Delta has several subsidiaries, the vast majority of them do not have operations that would use or produce hazardous substances or wastes. Delta conducted research regarding its commercial airline subsidiaries, Atlantic Southeast Airlines, Inc. and Comair, Inc., and confirmed that neither subsidiary was in existence during the relevant time frame.

In order to respond to this Request, Delta interviewed current and former Delta employees and conducted a records review at the Philadelphia, Pennsylvania station and Delta's headquarters. None of the employees interviewed had any knowledge regarding the Sites or the entities listed in Request 8. Additionally, no documents regarding the Sites were found during Delta's records review. The records provided by the EPA and discovered by Delta during its records review indicate that Tri-County Hauling, Inc. provided trash collection and/or sanitary removal services at Delta's terminal complex at Philadelphia International Airport from December 1974 to December 1976. Lease documents from the relevant time frame indicate that the City of Philadelphia had primary responsibility for waste disposal at the airport during the relevant time frame. There is no evidence that Tri-County Hauling picked up any

hazardous substances from Delta, or that Delta sent any hazardous substances to the Sites.

With this background, Delta respectfully submits that it is not aware of any evidence that Delta transported, arranged for transportation of, disposed of, arranged for disposal of, or otherwise handled any hazardous substance or other material which came to be located at the Sites. For this reason, Delta believes that any imposition of liability on it with respect to the Sites is inappropriate and unwarranted.

Delta does not have detailed information on the Sites, but it appeared from the EPA's August 9, 2002 letter that the Lower Darby Creek Area Superfund Site is made up of separate and distinct facilities. If this is the case, Delta would object to defining these locations as one site under CERCLA. In the event that liability is imposed on Delta (which liability Delta denies), Delta respectfully submits that any imposition of joint and several liability on it for the combined Sites is inappropriate, and that its share of liability, if any, should be based on an appropriate allocation of liability for the site at which Delta is alleged to be involved.

Delta responds to the individual Requests as follows:

1. State the name of your company, its mailing address, and telephone number.

Response: The correct legal name and mailing address is Delta Air Lines, Inc., P.O. Box 20706, Atlanta, Georgia 30320-6001. However, please note that all correspondence and inquiries regarding this matter should be directed to Alison M. Jordan, Esq., Delta Air Lines, Inc., Department 981, P.O. Box 20574, Atlanta, Georgia 30320-6001, (404) 715-2482.

Further identify:

a. The dates and states of incorporation of your company;

Response: Delta Air Lines, Inc. was incorporated in the state of Delaware on March 16, 1967.

b. The date and original state of incorporation of your company; and

Response: Delta Air Service, Inc. was incorporated and received its charter from the state of Louisiana on December 3, 1928. On December 31, 1930, the company was rechartered under the name of Delta Air Corporation. The current name, Delta Air Lines, Inc., became effective on October 29, 1945.

c. The parent corporation of your company, if any, and all subsidiaries or other affiliated entities.

Response: Delta does not have a parent corporation. Delta does have a complex corporate structure with several subsidiaries and related entities; however, the vast majority of them do not have operations that would use or produce hazardous substances or other wastes. Delta conducted research regarding its commercial airline subsidiaries, Atlantic Southeast Airlines, Inc. and Comair, Inc., and confirmed that neither subsidiary was in existence during the relevant time frame. For these reasons, Delta has not provided information regarding its subsidiaries in this response.

2. **What is the current nature of the business or activity conducted at your establishment(s) in the Philadelphia, Pennsylvania area? What was the nature of your business or activity between 1958 to 1976? Please describe in detail. If the nature of your business or activity changed from the period of 1958 to 1976 to the present, please provide a detailed explanation of the changes to date.**


Response: During the time period of 1958 to 1976, Delta conducted commercial passenger airline operations at this facility. While Delta's operations may have included aircraft line maintenance and ground service equipment maintenance, Delta did not have a maintenance facility located in the Philadelphia, Pennsylvania area during the time period in question. While types of aircraft and equipment have changed over time, the general nature of Delta's operations in Philadelphia have remained the same.


3. **Identify all persons currently or formerly employed by your establishment(s) who have or may have personal knowledge of your operations and waste disposal practices between 1958 and 1976 at your facilities in the Philadelphia, Pennsylvania area. For each such person, state that person's employer, job title, dates of employment, current address, and telephone number. If the current telephone number or address is not available, provide the last known telephone number or last known address of such person.**

Response: The following individuals are currently or were formerly employed by Delta and/or Northeast at the Philadelphia station and may have personal knowledge of Delta's and/or Northeast's operations and waste disposal practices between 1958 and 1976.

William T. Clifford
Customer Service Agent
Employment Dates: 10/14/61-present
Delta Air Lines, Inc.
Philadelphia International Airport
Terminal E
Philadelphia, PA 19153
(215) 492-3687

John T. Storey
Customer Service Agent
Employment Dates: 6/21/67-present
Delta Air Lines, Inc.
Philadelphia International Airport
Terminal E
Philadelphia, PA 19153
(215) 492-3687

Raymond T. Emenecker
Northeast Airlines, Inc.
Line Maintenance
Employment Dates: 12/20/64-7/31/72
and
Delta Air Lines, Inc.
Line Maintenance
Employment Dates: 8/1/72-10/1/94


Samuel F. Farnell, Jr.
Delta Air Lines, Inc.
Assistant Station Manager
Employment Dates: 3/27/61-12/1/94


Raymond E. Roux (Deceased)
Delta Air Lines, Inc.
Station Manager - PHL
Employment Dates: 4/26/54-11/1/84

The following individuals are retired employees of Delta and were based at Delta's headquarters in Atlanta, Georgia. Their names appeared on contracts as provided by the EPA.

Hollis L. Harris
Delta Air Lines, Inc.
Senior Vice President
Operations - Passenger Service
Employment Dates: 6/24/54-8/9/90

[REDACTED]

William G. Walling
Delta Air Lines, Inc.
Regional Manager - Properties
Employment Dates: 10/10/55-1/1/93

[REDACTED]

Richard H. Wesson
Delta Air Lines, Inc.
Regional Manager - Properties
Employment Dates: 11/14/66-7/1/88

[REDACTED]

Delta requests that the above individuals only be contacted through Alison M. Jordan, Esq., Delta Air Lines, Inc., Department 981, P.O. Box 20574, Atlanta, GA 30306-6001.

4. **Identify the owners and operators of your establishment(s) in the Philadelphia, Pennsylvania area from 1958 to the present.**

Response: Delta believes that the City of Philadelphia was and continues to be the owner of Philadelphia International Airport (PHL). Delta and Northeast both operated as commercial passenger airlines on portions of PHL.

For each owner and operator further provide:

a. The dates of their operation;

Response: Delta has operated at PHL from approximately 1956 to the present. Northeast operated at PHL from approximately 1957 until July 31, 1972, when it was acquired by Delta.

b. The nature of their operation; and

Response: Please see the response to Request 2 above. Additionally, Delta believes that the City of Philadelphia operated the Philadelphia International Airport as a commercial airport during the relevant time frame.

c. All information or documents relating to the handling and/or generation, storage, treatment, recycling, formulation, disposal, or transportation of any hazardous substance, hazardous waste, pollutant, contaminant, or other waste during the period in which they were operating the establishment(s).

Response: Based on information available at this time, during the relevant time frame, Delta generated household-type, non-hazardous trash and limited quantities of used oil and paint waste associated with maintenance activities at PHL.

Under the lease agreement between the Department of Commerce of the City of Philadelphia (the "City") and Delta (dated July 10, 1956), the City was responsible for providing removal of trash from all receptacles through May 20, 1970 at which time an amendment to the lease provided that Delta would be responsible for the removal of trash from receptacles in spaces leased exclusively to it. Beginning with the new lease (effective July 1, 1974), Delta was responsible for its own trash removal within 100 feet of the Pavilions, and the City was responsible for ramp trash beyond that area. Throughout the terms of both leases, the City was responsible for trash removal from the Cargo and Storage Building.

With regard to the Northeast lease with the City (dated January 13, 1958), the City was responsible for providing removal of trash from receptacles through May 20, 1970 at which time an amendment to the lease provided that Northeast would be responsible for the removal of trash from receptacles in spaces leased exclusively to it. Throughout the entire term, the City was responsible for trash removal from the Cargo and Storage Building.

5. Describe the types of documents generated or maintained by your establishment(s) in the Philadelphia, Pennsylvania area concerning the handling and/or generation, storage, treatment, transportation, recycling,

formulation, or disposal of any hazardous substance, hazardous waste, pollutant, contamination or other waste between 1958 and 1976.

Response: Delta has not located any documents or any information regarding such documents generated or maintained by its PHL station responsive to this Request.

- a. **Provide a description of the information included in each type of document and identify the person who was/is the custodian of the documents;**

Response: Delta has not located any information responsive to this Request.

- b. **Describe any permits or permit applications and any correspondence between your company and/or establishment(s), and any regulatory agencies regarding the transportation and disposal of such wastes; and**

Response: Delta has not located any information responsive to this Request.

- c. **Describe any contracts or correspondence between your company and/or establishment(s) and any other company or entity regarding the transportation and disposal of such wastes.**

Response: In addition to the documents provided by EPA with the Request, Delta located its own copies of its contracts with Tri-County Hauling and an "Agreement to Terminate Contract", effective December 31, 1976 between Tri-County Hauling, Inc. and Delta (all attached as Exhibit A).

Delta has also located the following lease documents that address responsibility for trash removal at PHL:

- Agreement of Lease made this 10th day of July, 1956 by and between the Department of Commerce of the City of Philadelphia and Delta Air Lines, Inc. ("Delta's Original Lease") (relevant pages attached as Exhibit B)
- Amendment No. 4 to Delta's Original Lease (dated October 10, 1962) (relevant pages attached as Exhibit C)
- Amendment No. 8 to Delta's Original Lease (dated May 20, 1970) (relevant pages attached as Exhibit D)
- Airline - Airport Use and Lease Agreement, Philadelphia International Airport, Philadelphia, Pennsylvania between the City of Philadelphia

and Delta Air Lines, Inc. (dated March 17, 1978) (effective July 1, 1974) (relevant pages attached as Exhibit E)

- Agreement of Lease made this 13th day of January, 1958 by and between the Department of Commerce of the City of Philadelphia and Northeast Airlines, Inc. (“Northeast’s Lease”) (relevant pages attached as Exhibit F)
- Amendment No. 2 to Northeast’s Lease (dated August 15, 1962) (relevant pages attached as Exhibit G)
- Amendment No. 6 to Northeast’s Lease (dated May 20, 1970) (relevant pages attached as Exhibit H)

6. **Identify every hazardous substance used, generated, purchased, stored, or otherwise handled at your establishment(s) in the Philadelphia, Pennsylvania area between 1958 and 1976. Provide chemical analyses and Material Safety Data Sheets (“MSDS”).**

Response: Please see the response to Request 4.c. above. Delta has no other information responsive to this Request at this time.

With respect to each such hazardous substance, further identify:

- a. **The process(es) in which each hazardous substance was used, generated, purchased, stored, or otherwise handled;**

Response: Delta believes that any used oil or paint waste that might have been hazardous would have been generated during the routine maintenance of its aircraft or ground service equipment at PHL.

- b. **The chemical composition, characteristics, and physical state (solid, liquid, or gas) of each such hazardous substance;**

Response: Delta has not located any information responsive to this Request.

- c. **The annual quantity of each such hazardous substance used, generated, purchased, stored, or otherwise handled;**

Response: Delta has not located any information regarding the quantity of hazardous substances, if any, used, generated, purchase, stored or otherwise handled at its facility at PHL.

- d. **The beginning and ending dates of the period(s) during which such hazardous substance was used, generated, purchased, stored, or otherwise handled;**

Response: Delta has not located any information responsive to this Request.

- e. **The types and size of containers in which these substances were transported and stored; and**

Response: Delta has not located any information responsive to this Request.

- f. **The persons or companies that supplied each such hazardous substance to your company; and**

Response: Delta has not located any information responsive to this Request.

7. **Identify all by-products and wastes generated, stored, transported, treated, disposed of, released, or otherwise handled by your establishment(s) in the Philadelphia, Pennsylvania area between 1958 and 1976.**

Response: Please see response to Request 4.c. above. Delta has not located any other information responsive to this Request.

With respect to each such by-product and waste identified, further provide:

- a. **The process(es) in which each such by-product and waste was generated, stored, transported, treated, disposed of, released, or otherwise handled;**

Response: Please see the response to Request 4.c. above. Delta's household-type, non-hazardous waste would have been produced as part of its ordinary airport operations, including ticketing, paperwork, and possibly passenger generated trash in the terminal area. Delta has not located any additional information responsive to this Request.

- b. **The chemical composition, characteristics, and physical state (solid, liquid, or gas) of each such by-product or waste;**

Response: Delta has not located any information responsive to this Request.

- c. **The annual quantities of each such by-product and waste generated, stored, transported, treated, disposed of, released, or otherwise handled;**

Response: With regard to trash picked up and disposed of by Tri-County Hauling, Inc., according to the materials received from the EPA, one trash container of a six-cubic yard capacity was loaned to and picked up from Delta

once a week during the period of December 9, 1974 through January 14, 1976 and twice per week during the period of January 14, 1976 to December 31, 1976. There is no indication that these containers contained any hazardous substances. Delta has not located any additional information responsive to this Request.

- d. **The types, sizes, and numbers of containers used to treat, store, or dispose of each such by-product or waste;**

Response: Please see the response to Request 7.c. above. Delta has not located any additional information responsive to this Request.

- e. **The name of the individual(s) and/or company(ies) that disposed of or treated each such by-product or waste; and**

Response: Based on the documents provided by the EPA and information gathered pursuant to this response, Tri-County Hauling, Inc. provided trash collection services (pick-up and disposal) and/or sanitary removal services from Delta's facilities at the Philadelphia International Airport between the period of December 9, 1974 and December 31, 1976.

- f. **The location and method of treatment and/or disposal of each such by-product or waste.**

Response: Delta has not located any information responsive to this Request.

8. **Did Delta Air Lines, Inc. ever contract with, or make arrangements with any of the following entities, for the removal or disposal of waste from your facilities/establishments in the Philadelphia area between 1958 and 1976:**

- a. **Folcroft Landfill Corporation;**
- b. **Bernie McNichol;**
- c. **Edward Mullin;**
- d. **Clearview Land Development Corporation;**
- e. **Edward or Richard Heller;**
- f. **Tri-County Hauling;**
- g. **Eastern Industrial Corporation;**
- h. **Marvin Jonas or Jonas Waste Removal;**
- i. **Bernard McHugh or McHugh Trash Company;**
- j. **S. Buckly (ey) Trash Hauling;**
- k. **City Wide Services, Inc.;**
- l. **Gene Banta of Gene Banta Trash Removal;**
- m. **Schiavo Brothers;**
- n. **Charles Crumley or Crumley Waste;**
- o. **Harman or Harway Trash;**

- p. **Oil Tank Lines;**
- q. **Paolino Company;**
- r. **Charles Crawley Waste Hauling;**
- s. **Ed Lafferty and Son;**
- t. **Bazzarie Trash Company;**
- u. **Sparky Barnhouse or ABM Disposal Services Company; and**
- v. **Any other individual, company, or municipality.**

Response: With the exception of Tri-County Hauling, Inc., Delta is not aware of ever contracting with, or making arrangements with, any of the above-referenced entities for the removal or disposal of waste from its facility/establishment in the Philadelphia area between 1958 and 1976.

Based on the documents provided by the EPA and information gathered pursuant to this response, Tri-County Hauling, Inc. provided trash collection services (pick-up and disposal) and/or sanitary removal services from Delta's facilities at the Philadelphia International Airport between the period of December 9, 1974 and December 31, 1976. There is no evidence that Tri-County Hauling ever transported or disposed of any hazardous substances on behalf of Delta.

- 9. **For each of the above identified entities with whom Delta Air Lines, Inc. contracted or made arrangements with for waste removal and/or disposal, please identify the following:**

- a. **The person with whom you made such a contract or arrangement;**

Response: According to documentation provided by the EPA, the contracts were agreed to and accepted by the president or vice president of Tri-County Hauling, Inc. (actual names are illegible on the documents). Delta has not located any other information responsive to this Request.

- b. **The date(s) on which or time period during which such material was removed or transported for disposal;**

Response: Please see the response to Request 8 above.

- c. **The nature of such material, including the chemical content, characteristics, and physical state (i.e., liquid, solid, or gas);**

Response: Delta has not located any information responsive to this Request.

- d. **The annual quantity (number of loads, gallons, drums) of such material;**

Response: Please see the response to Request 7.c. above. Delta has not located any other information responsive to this Request.

- e. **The manner in which such material was containerized for shipment or disposal;**

Response: Please see the responses to Requests 6.c. and 9.a. above.

- f. **The location to which such material was transported for disposal;**

Response: Delta has not located any information responsive to this Request. Delta has not located any evidence to indicate that any of its waste was transported to the Sites.

- g. **The person(s) who selected the location to which such material was transported for disposal;**

Response: Delta has not located any information responsive to this Request.

- h. **The individuals employed with any transporter identified (including truck drivers, dispatchers, managers, etc.) with whom your establishment dealt concerning removal or transportation of such material; and**

Response: Please see the response to Request 9.a. above. Delta has not located any other information responsive to this Request.

- i. **Any billing information and documents (invoices, trip tickets, manifests, etc.) in your possession regarding arrangements made to remove or transport such material.**

Response: Delta has not located any information responsive to this Request.

10. **Provide the names, titles, areas of responsibility, addresses, and telephone numbers of all persons who, between 1958 and 1976, may have:**

- a. **Disposed of or treated materials at Clearview, Folcroft and Folcroft Annex or other areas of the Sites;**

Response: Delta has not located any information responsive to this Request.

- b. **Arranged for the disposal or treatment of materials at Clearview, Folcroft and Folcroft Annex or other areas of the Sites; and/or**

Response: Delta has not located any information responsive to this Request.

- c. **Arranged for the transportation of materials to Clearview, Folcroft and Folcroft Annex or other areas of the Sites (either directly or through transshipment points) for disposal or treatment.**

Response: Delta has not located any information responsive to this Request.

- 11. **For every instance in which your establishment(s) disposed of or treated material at Clearview, Folcroft and Folcroft Annex or other areas of the Sites, or arranged for the disposal or treatment of material at the Sites, identify:**

Response: Delta does not have any information that it disposed of or treated material at Clearview, Folcroft and Folcroft Annex or other areas of the Sites, or arranged for the disposal or treatment of material at the Sites.

- a. **The date(s) on which such material was disposed of or treated at the Sites:**

Response: Please see the response to Request 11 above.

- b. **The nature of such material, including the chemical content, characteristics, and physical state (i.e., liquid, solid, or gas);**

Response: Please see the response to Request 11 above.

- c. **The annual quantity (number of loads, gallons, drums) of such material;**

Response: Please see the response to Request 11 above.

- d. **The specific location on the Sites where such material was disposed of or treated; and**

Response: Please see the response to Request 11 above.

- e. **Any billing information and documents (invoices, trip tickets, manifests, etc.) in your company's or establishment's(s') possession regarding arrangements made to dispose of or treat such material at the Sites.**

Response: Please see the response to Request 11 above.

- 12. **Did your establishment(s), or any other company or individual ever spill or cause a release of any chemicals, hazardous substances, and/or hazardous waste, and/or non-hazardous solid waste on any portion of Clearview, Folcroft and Folcroft Annex or any portion of the Sites?**

Response: Delta does not have any information that it or any other company or individual ever spilled or caused a release of any chemicals, hazardous substances, and/or hazardous waste, and/or non-hazardous solid waste on any portion of Clearview, Folcroft and Folcroft Annex or any portion of the Sites.

If so, identify the following:

- a. **The date(s) the spill(s)/release(s) occurred;**

Response: Please see the response to Request 12 above.

- b. **The composition (i.e., chemical analysis) of the materials which were spilled/released;**

Response: Please see the response to Request 12 above.

- c. **The response made by you or on your behalf with respect to the spill(s)/release(s); and**

Response: Please see the response to Request 12 above.

- d. **The packaging, transportation, and final disposition of the materials which were spilled/released.**

Response: Please see the response to Request 12 above.

13. **Please identify individuals employed by your establishment(s) who were responsible for arranging for the removal and disposal of wastes, and individuals who were responsible for payments, payment approvals, and record keeping concerning such waste removal transactions at your Philadelphia, Pennsylvania area establishment(s) between 1958 and 1976. Provide current or last known addresses and telephone numbers where they may be reached. If these individuals are the same persons identified by your answer to question 3, so indicate.**

Response: Due to the remote time frame involved in this matter, Delta is not aware of any individuals responsible for arranging for the removal and disposal of wastes, or individuals responsible for payments, payment approvals, and record keeping concerning such waste removal transactions at Delta's Philadelphia, Pennsylvania station between 1958 and 1976. While Delta's station manager at PHL from that time frame may have been ultimately responsible for such matters, he is deceased.

14. **Did you or any person or entity on your behalf ever conduct any environmental assessments or investigations relating to contamination at**

Clearview, Folcroft and Folcroft Annex or any other areas of the Sites? If so, please provide all documents pertaining to such assessments or investigations.

Response: Delta has not conducted any environmental assessments or investigations relating to contamination at Clearview, Folcroft or Folcroft Annex or any other areas of the Site.

15. **If you have any information about other parties who may have information which may assist the EPA in its investigation of the Sites, including Clearview, Folcroft and Folcroft Annex, or who may be responsible for the generation of, transportation to, or release of contamination at the Sites, please provide such information. The information you provide in response to this request should include the party's name, address, telephone number, type of business, and the reasons why you believe the party may have contributed to the contamination at the Sites or may have information regarding the Sites.**

Response: Delta has no information responsive to this Request other than the information provided by the EPA. Delta is not aware of any individual that may be able to provide more information or documentation responsive to this Request.

16. **Representative of your establishment(s):**

- a. **Identify the person(s) answering these questions on behalf of your establishment(s), including full name, mailing address, business telephone number, and relationship to the company.**

Response: Alison M. Jordan, Esq.
Senior Attorney
Delta Air Lines, Inc.
Department 981
P.O. Box 20574
Atlanta, Georgia 30320-6001
(404) 715-2482

- b. **Provide the name, title, current address, and telephone number of the individual representing your establishment(s) to whom future correspondence or telephone calls should be directed.**

Response: Please see the response to Request 16.a. above.

17. **If any of the documents solicited in this information request are no longer available, please indicate the reason why they are no longer available. If the records were destroyed, provide us with the following:**

a. **Your document retention policy;**

Response: To the best of its knowledge, Delta did not have a formal document retention policy with regard to any related documents solicited in this Request. Due to the remote time frame involved, Delta believes that any other documents associated with this matter it may have had were destroyed in the ordinary course of business.

b. **A description of how the records were/are destroyed (burned, archived, trashed, etc.) and the approximate date of destruction;**

Response: Delta does not have any information responsive to this Request.

c. **A description of the type of information that would have been contained in the documents; and**

Response: Delta does not have any information responsive to this Request.

d. **The name, job title, and most current address known to you of the person(s) who would have produced these documents; the person(s) who would have been responsible for the retention of these documents; and the person(s) who would have been responsible for the destruction of these documents.**

Response: Delta does not have any information responsive to this Request.

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DELTA AIR LINES, INC.

GENERAL OFFICES/HARTSFIELD ATLANTA INTERNATIONAL AIRPORT/ATLANTA, GEORGIA 30320 U.S.A.

DELTA COPY

December 26, 1974

Tri-County Hauling, Inc.
1777 Calcon Hook Road
Sharon Hill P.O., Pennsylvania 19079

Attention Mr. Don Haldeman

Gentlemen:

This letter shall evidence the mutual agreement whereunder Tri-County Hauling, Inc. (Contractor) agrees to provide trash collection service for Delta Air Lines, Inc. (Delta) at Delta's facilities at Philadelphia International Airport, Philadelphia, Pennsylvania, under the following terms and conditions:

1. This agreement shall commence December 9, 1974, and continue in effect thereafter until either party gives the other party written notice not less than thirty (30) days in advance specifying the date of termination.
2. Contractor shall provide one trash container of six cubic yard capacity for Delta's use at Philadelphia International Airport, Philadelphia, Pennsylvania. It is understood that the container is loaned to Delta and shall remain the property of Contractor at all times. Contractor shall provide pick-up and disposal of trash for the above location once per week during the term of this agreement.
3. Charges for the above service shall be at the rate of Fifty-One and 60/100 Dollars (\$51.60) per month payable by Delta within ten (10) days following receipt of invoices.
4. All such service shall be furnished by Contractor as an independent contractor. All personnel utilized by Contractor as an independent contractor in the furnishing of such services shall be agents and employees of Contractor and shall be competent workmen, properly attired and shall perform the hereinafter specified services in a safe and workmanlike manner. Contractor shall be fully responsible for all acts and omissions of such personnel.
5. During the entire term of this Agreement, Contractor shall carry full Workmen's Compensation Insurance Coverage, General Public Liability Insurance Coverage, in limits of \$100,000 for each person, \$300,000 for each accident, and \$100,000 for property

"DELTA AIR LINES, INC.
CONTRACT NO. 10433"

December 26, 1974

damage, covering its operations hereunder, In addition, Contractor shall carry any insurance required by the City of Philadelphia to operate on the airport premises at no additional charge to Delta.

6. Contractor agrees to indemnify and hold harmless Delta, its directors, officers, agents and employees from and against all liabilities, demands, claims, damages, suits or judgments, including costs and expenses incident thereto, because of injury or death to persons, or loss, damage, destruction of property, including the property of Delta, Contractor and third persons, arising out of the performance of or failure to perform services pursuant to this Agreement; provided, however, that such indemnity and hold harmless obligation shall not extend to liabilities arising out of the negligence of Delta, its directors, agents, officers or employees.
7. Contractor agrees that, in the event that Delta flight operations in the area served by the facility are halted or substantially decreased by reason of strike, labor dispute, picketing, Act of God or other cause beyond the control of Delta, this Agreement (and payment for services hereunder) may be suspended on twenty-four (24) hours' notice addressed by Delta to Contractor, for the duration of such halted or decreased operations.

If the foregoing is acceptable to you, please sign this letter in the space provided below and return the red stamped "Delta Copy" to the Properties Department, Delta Air Lines, Inc., Hartsfield Atlanta International Airport, Atlanta, Georgia 30320.

Very truly yours

Hollis L. Harris

Hollis L. Harris
Senior Vice President-
Operations-Passenger Service

AGREED AND ACCEPTED:

TRI-COUNTY HAULING, INC.

By *[Signature]*

Title V. P.

Date 1-19-75

RETURN THIS COPY TO PROPERTIES DEPT. DELTA AIR LINES, INC. ATLANTA, GEORGIA	
DEPT. HEAD	<i>ESH</i>
PROP.	<i>C</i>
LEGAL	<i>FC 1/17/74</i>
INS.	<i>PC</i>

DELTA COPY



DELTA COPY

GENERAL OFFICES/HARTSFIELD ATLANTA INTERNATIONAL AIRPORT/ATLANTA, GEORGIA 30320 U.S.A.

January 13, 1976

Tri-County Hauling, Inc.
1777 Calcon Hook Road
Sharon Hill P. O., Pennsylvania 19079

Gentlemen:

Reference is made to that certain agreement effective December 9, 1974, wherein Tri-County Hauling, Inc. (Contractor) agrees to provide sanitary removal services for Delta Air Lines, Inc. (Delta) at the terminal complex, Philadelphia International Airport, Philadelphia, Pennsylvania.

In order to reflect a change in the services and charges related thereto, the parties agree to amend the aforementioned agreement effective January 15, 1976:

1. Paragraph 2 shall be deleted in its entirety and the following substituted in lieu thereof:

"2. Contractor shall provide one trash container of six cubic yard capacity for Delta's use at Philadelphia International Airport, Philadelphia, Pennsylvania. It is understood that the container is loaned to Delta and shall remain the property of Contractor at all times. Contractor shall provide pick-up and disposal of trash for the above location twice per week during the term of this agreement."

2. Paragraph 3 shall be deleted in its entirety and the following substituted in lieu thereof:

"3. Charges for the above service shall be at the rate of Eighty and No/100 Dollars (\$80.00) per month payable by Delta within ten (10) days following receipt of invoices."

3. Except as herein specifically amended, all of the terms and conditions of of the Agreement effective December 9, 1974, shall remain in full force and effect.

If the foregoing correctly sets forth your understanding, please so indicate by signing this Letter Agreement in the space provided below and return the red stamped "Delta Copy" to the Vice President - Properties, Delta Air Lines, Inc., Hartsfield Atlanta International Airport, Atlanta, Georgia 30320.

Very truly yours,

RETURN THIS COPY TO
PROPERTY DEPT.
DELTA AIR LINES, INC.
30320
1/16/76 BC

Hollis L. Harris
Senior Vice President
Operations - Passenger Service

AGREED AND ACCEPTED:

TRI-COUNTY HAULING, INC.

By

Title

"DELTA AIR LINES, INC.
CONTRACT NO. 10433"



PACIFIC EMPLOYERS GROUP OF INSURANCE COMPANIES
CERTIFICATE OF INSURANCE

[This Certificate of Insurance neither affirmatively nor negatively amends, extends, or alters the coverage, limits, terms or conditions of the policies it certifies]



is to Certify to

Delta Airlines
Philadelphia International Airport
Philadelphia, Pennsylvania
ATTN: LLOYD ALEXANDER

COMPANY CODES

- [2] ALLIED INSURANCE CO
[3] PACIFIC EMPLOYERS INDEMNITY CO
[3] PACIFIC EMPLOYERS INSURANCE CO.
[9] INSURANCE COMPANY OF NORTH AMERICA

If the following described policy or policies, issued by The Company as coded below, providing insurance only for
records checked by "X" below, have been issued to

Name and Address SCA Services, Inc. & Wholly Owned Subsidiaries Including

Insured— Tri County Hauling, Inc., 1777 Falcon Hook Road, Sharon Hill, Pa.

covering in accordance with the terms thereof, at ~~XXXXXX~~ location(s):

All

TYPE OF POLICY	HAZARDS	CO CODE	POLICY NUMBER	POLICY PERIOD	LIMITS OF LIABILITY
a) Standard Workmen's Compensation & Employers' Liability	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	NWC475190	11/14/74-75	\$100,000 Statutory W. C. One Accident and Aggregate Disease
b) General Liability Premises—Operations (including "Incidental Contracts" as defined below)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	GLP456963	11/14/74-75	\$ Each Person \$ <input type="checkbox"/> Accident \$ <input type="checkbox"/> Occurrence \$500,000 Combined Single Limit \$ Aggregate—Completed Operations/Products
Elevators	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			
Independent Contractors	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			
Completed Operations/Products	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			
Contractual XXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXX	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			
Premises—Operations (including "Incidental Contracts" as defined below)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	GLP456963	11/14/74-75	\$ Each <input type="checkbox"/> Accident \$ <input type="checkbox"/> Occurrence \$ Included Aggregate—Prem / Oper. \$ Aggregate—Protective \$ Aggregate—Completed Operations/Products \$ Aggregate—Contractual
Elevators	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			
Independent Contractors	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			
Completed Operations/Products	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			
Contractual XXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXX	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			
(c) Automobile Liability Owned Automobiles	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	CAL120688	11/14/74-75	\$ Each Person \$500,000 Combined Single Limit \$ <input type="checkbox"/> Accident \$ <input type="checkbox"/> Occurrence
Hired Automobiles	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			
Non-owned Automobiles	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			
Owned Automobiles	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	CAL120688	11/14/74-75	\$ Included Each <input type="checkbox"/> Accident \$ <input type="checkbox"/> Occurrence
Hired Automobiles	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			
Non-owned Automobiles	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			
(d)					

Contractual Footnote: Subject to all the policy terms applicable, specific contractual liability coverage is provided as respects [] a contract / [] purchase order agreements / [] all contracts (check applicable blocks) between the Insured and

Name of Other Party _____

Dated (if applicable): _____ Contract No. (if any) _____

Description (for Job): _____

Definitions: "Incidental contract" means any written (1) lease of premises (2) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (3) undertaking to maintain a municipality, owned by a municipality, or (4) purchase order agreement, except in connection with work for the municipality, (4) contract agreement, or (5) elevator maintenance.

It is the intention of the company that in the event of cancellation of the policy or policies by the company, ten (10) days' written notice of such cancellation will be given to you at the address stated above.

1 ORIGINAL

INSURANCE COMPANY OF NORTH AMERICA
JOHN W. & DAVID S. OF MASS., INC.

1-0803
By [Signature] Agent



**AND
PACIFIC EMPLOYERS GROUP OF INSURANCE COMPANIES
CERTIFICATE OF INSURANCE**

(This Certificate of Insurance neither affirmatively nor negatively amends, extends or alters the coverage, limits, terms or conditions of the policies it certifies)



is is to Certify to

**Delta Airlines
Philadelphia International Airport
Philadelphia, Pennsylvania
ATTN: LLOYD ALEXANDER**

COMPANY CODES

- ☒ (2) ALLIED INSURANCE CO.
- ☒ (3) PACIFIC EMPLOYERS INDEMNITY CO.
- ☒ (3) PACIFIC EMPLOYERS INSURANCE CO.
- ☒ (9) INSURANCE COMPANY OF NORTH AMERICA

not the following described policy or policies, issued by The Company as coded below, providing insurance only for hazards checked by "X" below, have been issued to:

Name and Address SCA Services, Inc. & Wholly Owned Subsidiaries Including

Insured— Tri County Hauling, Inc., 1777 Falcon Hook Road, Sharon Hill, Pa.

covering in accordance with the terms thereof, at ~~XXXXXX~~ location(s):

A11

	TYPE OF POLICY	HAZARDS	CO CODE	POLICY NUMBER	POLICY PERIOD	LIMITS OF LIABILITY
	(a) Standard Workmen's Compensation & Employers' Liability	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	NWC475190	11/14/74-75	\$100,000 Statutory W. C. One Accident and Aggregate Disease
Bodily Injury	(b) General Liability Premises—Operations (including "Incidental Contracts" as defined below)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	GLP456963	11/14/74-75	\$ Each Person
	Elevators	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			\$ Each <input type="checkbox"/> Accident <input type="checkbox"/> Occurrence
	Independent Contractors	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			\$500,000 Combined Single Limit
	Completed Operations/Products	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			\$ Aggregate—Completed Operations/Products
Property Damage	Contractual,XXXXXXXXXXXXX-XXXXXXXXXXXXXXXXXXXXX	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	GLP456963	11/14/74-75	\$ Each <input type="checkbox"/> Accident <input type="checkbox"/> Occurrence
	Premises - Operations, (Including "Incidental Contracts" as defined below)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			\$ Included Aggregate—Prem./Oper
	Elevators	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			\$ Aggregate—Protective
	Independent Contractors	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			\$ Aggregate—Completed Operations/Products
Market	Completed Operations/Products	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	GLP456963	11/14/74-75	\$ Aggregate—Contractual
	Contractual,XXXXXXXXXXXXX-XXXXXXXXXXXXXXXXXXXXX	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			
Bodily Injury	(c) Automobile Liability Owned Automobiles	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	CAL120688	11/14/74-75	\$ Each Person
	Hired Automobiles	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			\$500,000 Combined Single Limit
	Non-owned Automobiles	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			\$ Each <input type="checkbox"/> Accident <input type="checkbox"/> Occurrence
Property Damage	Owned Automobiles	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	CAL120688	11/14/74-75	\$ Included Each <input type="checkbox"/> Accident <input type="checkbox"/> Occurrence
	Hired Automobiles	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			
	Non-owned Automobiles	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			
(d)						

Contractual Footnote: Subject to all the policy terms applicable, specific contractual liability coverage is provided as respects ☐ a contract / ☐ purchase order agreements / ☐ all contracts (check applicable blocks) between the Insured and:

Name of Other Party _____

Dated (if applicable) _____ Contract No. (if any) _____

Description (if applicable) _____

Definitions: "Incidental contract" means any written: (1) lease of premises; (2) easement agreement, except in connection with a construction or demolition operation on or adjacent to a railroad; (3) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality; (4) sidetrack agreement; or (5) elevator maintenance agreement.

It is the intention of the company that in the event of cancellation of the policy or policies by the company, ten (10) days' written notice of such cancellation will be given to you at the address stated above.

INSURANCE COMPANY OF NORTH AMERICA

JOHNSON & BURGESS OF MASS., INC.

100803

December 2, 1976

Tri-County Hauling, Inc.
1777 Calcon Hook Road
Sharon Hill Post Office
Philadelphia, Pennsylvania 19079

Gentlemen:

AGREEMENT TO TERMINATE CONTRACT

Re: Contract Dated December 26, 1974
Delta's facilities, Philadelphia
Subject/Location International Airport, Philadelphia, Pa.
Effective Date of Termination December 31, 1976

Please refer to the subject contract between your Company and Delta Air Lines, Inc. Pursuant to the provisions set forth in Paragraph 1 of the subject contract, this letter will constitute notice by Delta that the aforesaid contract shall terminate as of the effective date set forth above.

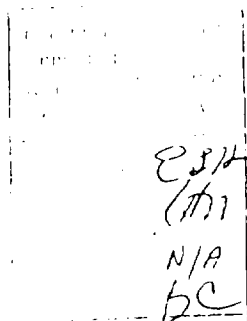
The termination of this contract on the agreed effective date shall not affect any of the rights or obligations of either party to the contract occurring prior to such effective date. Any payments required or due from any party under the contract shall be made promptly upon proper invoice therefor.

Very truly yours,

BY

Hollis L. Harris
Hollis L. Harris

TITLE

Senior Vice President
Operations-Passenger ServiceREGISTERED MAIL

B

AGREEMENT of lease made this 10th day of *July*, 1956 by and between THE DEPARTMENT OF COMMERCE OF THE CITY OF PHILADELPHIA, which City is a municipal corporation of the Commonwealth of Pennsylvania, (hereinafter referred to as Lessor), and DELTA AIR LINES, INC. a corporation organized and existing under and by virtue of the laws of the State of *Louisiana* (hereinafter referred to as Lessee).

W I T N E S S E T H :

WHEREAS, the Lessor now owns and operates an Airport located in Philadelphia and Delaware Counties, in the Commonwealth of Pennsylvania, known as "Philadelphia International Airport" (hereinafter sometimes referred to as the "Airport"), as more fully described in Exhibit A, a map entitled "City of Philadelphia, Division of Aviation, Philadelphia International Airport Map", attached hereto and made a part hereof; and

WHEREAS, the Lessee is engaged in the business of transporting persons, property, cargo, freight and mail by air, and the Lessor desires to grant and lease, and the Lessee desires to hire and obtain the use of certain premises and facilities on said Airport, together with certain rights, powers, licenses and privileges thereon; and

WHEREAS, the Lessor proposes to maintain and operate the Airport in all respects in a manner at least equal to the standards or ratings for airports of similar size and character issued by the Civil Aeronautics Authority and any other governmental agency having jurisdiction thereof;

NOW, THEREFORE, the parties hereto, for and in consideration of the rentals, fees, covenants and agreements contained herein agree as follows:

ARTICLE I -- DEFINITIONS

The following terms shall have the respective meanings given

The use of adequate areas reasonably near the edge of the paved Terminal Building ramp for the storage of Lessee's gasoline trucks.

ARTICLE III -- TERM

The term hereof shall be for a period of twelve (12) years and five (5) months commencing February 1, 1956 and ending June 30, 1968 unless such term be sooner terminated as hereinafter provided and subject to the provisions of Article IV(J).

ARTICLE IV -- RENTALS AND FEES

Lessee agrees to pay to Lessor for the use of the premises, facilities, rights, licenses, services and privileges granted hereunder the rentals, fees and charges set forth below in the manner and at the times provided herein:

Space rentals shall be payable in monthly installments in advance on the first day of each calendar month.

Lessee shall transmit to Lessor on or before the tenth day of each month a statement of (1) the type and weight of aircraft actually used for each scheduled flight shown on Lessee's time table filed with the Civil Aeronautics Authority for the preceding month, and (2) the actual number of Lessee's other revenue flights at the Airport during the preceding month such as extra section, charter and sight-seeing flights by type and weight of aircraft.

Within a reasonable time thereafter Lessor shall transmit to Lessee a statement of the flight fees and charges incurred by Lessee for the preceding month and the same shall be paid by Lessee within fifteen days after receipt of such statement.

In the event that the commencement or termination of the term with respect to any of the particular premises, facilities, rights, licenses, services or privileges as herein provided falls on any date other than the first or last day of a calendar month, the applicable rental, fees, and charges for that month shall be paid for said month prorata according to the number of days in that month during which the particular premises, facilities, rights, licenses,

services or privileges were enjoyed.

After this agreement shall have become effective, Lessee will let contracts for the following work in the Terminal Building in a manner satisfactory to the Director of Aviation or his representative:

Furnish, erect and/or modify ticket counters

Erect Truwood Micarta paneling on partitions behind ticket counters (paneling to be supplied by Lessor)

Furnish, install and/or rearrange identifying signs

Furnish and install in-line extension of baggage conveyor

Recircuit electrical wiring as necessary

Provide painting and miscellaneous trim as necessary

Before commencing work, Lessee shall obtain bids from at least three approved contractors for the said construction, copies of which shall be submitted to the Director of Aviation. Upon receiving the Director's approval of the award, Lessee further agrees that every reasonable effort will be made to ensure that the quality of materials and workmanship is satisfactory. The Contractor shall be required to carry adequate Public Liability and Workmen's Compensation Insurance.

Upon the completion of work in a manner satisfactory to both the Lessor and Lessee, Lessee will furnish to Lessor a statement of costs together with photostatic copies of original paid invoices and all contractors' bills in support of the total cost of construction and installation.

After the statement of costs and supporting documents have been reviewed and approved by the Director of Aviation, Lessee's account will be credited with the cost of construction accomplished for the Lessor, provided however that the credits allowed by the City will in no event exceed \$10,082.00. Subsequent statements of rentals and fees to the Lessee will contain offsetting notations of credit until the total cost of construction and installation, without interest, shall have been liquidated.

Notwithstanding the provisions of Article XII, title to the improvements installed in connection herewith shall vest in Lessor upon approval by the Director of Aviation of the said statement of costs and supporting documents.

Lessee agrees to keep, at the Airport, such records as may be necessary or appropriate to determine the fees and charges payable hereunder and to permit Lessor or its duly authorized representative to examine and audit such records at all reasonable times.

(A) Rental with respect to Terminal Building Space:

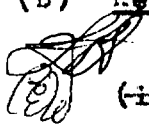
Handwritten: 10/12/56
11/10/56
12/22/56

Rentals for this building shall commence as specified in Article III entitled "Term". Such rentals for space hereby leased exclusively to Lessee, as outlined in green on Exhibit B, consisting of four sheets, Drawing L-62, dated February 6, 1956, Drawing L-66, dated March 16, 1956, Drawing L-12, dated July 26, 1954 and Drawing L-4 dated May 4, 1956, attached hereto and made a part hereof, shall be \$906.23 per month. This rental is based on 761 square feet of non-air conditioned space at \$3.50 per square foot per annum and 1185 square feet of air conditioned space at \$5.00 per square foot per annum, and 481 square feet of ticket counter space at \$6.00 per square foot per annum. Lessee hereby accepts such space and agrees to pay the aforesaid rentals. In consideration of such rentals Lessor shall provide:

- (a) electrical current and light bulbs for illumination. This does not include power for teletype machines and other similar machines, for which an additional monthly charge shall be made at a rate not in excess of that which would be charged by the Philadelphia Electric Company for such use. The amount of power so used, at the election of Lessor, either will be measured by meter installed by Lessor or will be estimated in accordance with a formula to be mutually agreed upon.

- (b) Heat to an even working temperature, twenty-four hours a day, during those months in which it is customary to furnish heat in business properties in the City of Philadelphia.
- (c) Reasonably adequate air conditioning, twenty-four hours a day, including the providing, operating and maintenance of the air conditioning equipment in connection therewith, of certain of the exclusive areas occupied by Lessee as outlined in green on Exhibit B, consisting of four sheets, Drawing L-62, dated February 6, 1956, Drawing L-66, dated March 14, 1956, Drawing L-12, dated July 26, 1954 and Drawing L-4 dated May 1, 1956.
- (d) adequate janitorial service including sweeping floors, cleaning windows, and removal of trash from Lessee's receptacles.
- (e) Non-exclusive use of common water and toilet facilities which Lessor will maintain in a clean and orderly manner.

(B) Rental with respect to Cargo and Storage Space:

 (i) ~~Such rentals for space in the cargo storage and handling building/hereby leased exclusively to Lessee shall be at the rate of \$1.80 per square foot per annum, to which Lessee hereby agrees. In consideration of such rental, Lessor shall provide heat and trash removal, but no janitorial service or electric light bulbs.~~

c

AMENDMENT NO. 4

THIS AGREEMENT OF AMENDMENT, made and entered into this *10th* day of *October* A.D. 1962, by and between the CITY OF PHILADELPHIA, a municipal corporation of the Commonwealth of Pennsylvania, through its Department of Commerce (hereinafter called "Lessor"), and DELTA AIRLINES, INC., a corporation organized and existing under the laws of the State of Louisiana, (hereinafter called "Lessee");

W I T N E S S E T H:

WHEREAS, the Lessor owns and operates the PHILADELPHIA INTERNATIONAL AIRPORT, Philadelphia, Pennsylvania (hereinafter called "Airport"); and

WHEREAS, the parties entered into an Agreement of Lease on the 10th day of July, 1956 (hereinafter called the "Basic Lease") wherein Lessor leased certain space and granted certain privileges to Lessee at the Airport; and

WHEREAS, the Basic Lease was amended by amendments dated November 8, 1957, September 17, 1959, and February 9, 1961, and Lessee desires to lease certain additional premises at said Airport;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, Lessor and Lessee hereby agree as follows:

1. So much of Article II of the Basic Lease dated July 10, 1956, as amended, which now reads:

"(H) Cargo and Storage Space:

(1) The exclusive use of -0- square feet of space in the cargo storage and handling building at the rental rate hereinafter provided.

(2) The exclusive use of -0- square feet of space in the volatile storage and maintenance building, at the rental rate hereinafter provided."

shall be amended effective July 1, 1962 to read as follows:

(H) Space in the Cargo Storage and Handling Building:

The exclusive use of 1671 square feet of space in the Cargo Storage and Handling Building as the same is outlined in green on Exhibit "D" (Drawing L-14 dated 8/28/54) attached hereto and made a part hereof.

2. So much of Article IV of the Basic Lease dated July 10, 1956, as amended, which now reads:

"(H) Surface Transportation: Lessor agrees to cooperate with Lessee in a mutual endeavor to provide adequate limousine or motor coach transportation between centers of population and the Airport at reasonable charges. Lessee shall have the right to provide such service for its passengers, directly or through a designee, if in its opinion either the service rendered by the Lessor's designee is inadequate or the charges therefor are unreasonable, but only after giving notice to the Lessor and giving the Lessor reasonable time to remedy such situation. In the event that Lessee shall exercise such right, Lessee agrees to pay or to cause its designee to pay within a reasonable time to Lessor a fee of 10¢ per passenger so transported either to or from the Airport by Lessee or Lessee's designee.

"(I) No Other Charges or Fees: There shall be no other rentals, fees or charges, and no tolls payable by Lessee to the Lessor for the rights, powers, licenses, privileges, facilities and services covered by this lease other than those specifically provided herein; provided that Lessor shall be under no obligation to furnish premises or facilities or render any services not specifically provided for herein; and provided further that additional charges may be made for any additional space, rights, licenses, powers, privileges, facilities or services hereafter provided by the Lessor at the request of Lessee.

"(J) Renegotiation: Notwithstanding any provision to the contrary herein contained, effective July 1, 1958 and July 1, 1963, the flight fees and space rentals may be renegotiated at the option of either party hereto. Such option shall be exercised by either party giving written notice to the other at least ninety days prior to the above mentioned dates that renegotiation is desired. The parties hereto agree that such renegotiation, if requested, may by mutual agreement, modify the rate of such fees and rentals not to exceed an increase or decrease of 20% of the amounts then in effect for each succeeding five year period."

shall be amended effective July 1, 1962 to read as follows:

(H) Rental With Respect to Cargo Storage and Handling Building Space: The rental rates set forth herein shall commence on July 1, 1962. Such rentals for space hereby leased exclusively to Lessee, as outlined in Exhibit "B", attached hereto and made a part hereof, shall be \$278.50 per month. This rental is based on 1671 square feet of non-air conditioned space at \$2.00 per square foot per annum. In consideration of such rental, Lessor shall provide heat and trash removal but no janitorial service or electric light bulbs. Lessee will be charged monthly, at a rate not in excess of that which would be charged by the Philadelphia Electric Company, for all electric current used, including current used for lighting both interior and deck space, but Lessor will provide illumination for the ramp area at its own expense. The amount of current for which Lessee will be charged, at the election of Lessor, either will be measured by meter installed by Lessor or will be estimated in accordance with a formula to be mutually agreed upon.

(I) Surface Transportation: Lessor agrees to cooperate with Lessee in a mutual endeavor to provide adequate limousine or motor coach

D /

AMENDMENT NO. 8

DELTA COPY

THIS AGREEMENT OF AMENDMENT, made and entered into this 20th day of May A.D., 1970, by and between the CITY OF PHILADELPHIA, a municipal corporation of the Commonwealth of Pennsylvania, through its Department of Commerce (hereinafter called Lessor), and DELTA AIR LINES, INC., a corporation organized and existing under the laws of the State of Delaware (hereinafter called Lessee);

W I T N E S S E T H:

WHEREAS, the parties hereto entered into an Agreement of Lease on the 10th day of July, 1956 (hereinafter called the Basic Lease) wherein Lessor leased certain premises and granted certain privileges to Lessee at PHILADELPHIA INTERNATIONAL AIRPORT, Philadelphia, Pennsylvania (hereinafter called Airport); and

WHEREAS, the Basic Lease was amended by amendments dated 11/8/57; 9/17/59; 2/9/61; 10/10/62; 6/5/63; 8/28/64; 6/19/67 and

WHEREAS, the parties hereto have made further changes to the Basic Lease as amended which are in effect but which have not been reduced to writing; and

WHEREAS, it is the intention of the parties to reduce said changes to writing and further amend the Basic Lease in the manner hereinafter set forth;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, Lessor and Lessee hereby agree as follows:

1. Article II of the Basic Lease dated July 10, 1956, as amended, which reads:

"(B) SPACE IN AND ADJACENT TO THE TERMINAL BUILDING

The exclusive use of 3097 square feet of space in the Terminal Building as outlined in red on Exhibit "B" consisting of five drawings: L-62 dated 2/6/56; L-64 dated 2/24/56; L-72 dated 6/1/57; L-77 dated 9/25/56; and L-121 dated 2/19/63, all attached hereto and made a part hereof."

is amended as follows:

Effective November 1, 1966 Lessor does hereby demise and let unto Lessee one-eighth of 326 square feet of non-air conditioned space in the lobby on the ground floor of the Terminal Building at the Airport as shown on Drawing L-189, dated 8/19/66, attached hereto and made a part hereof, for a monthly rental of \$15.62 which is Lessee's proportionate share of the total monthly rental of \$124.96 based on 326 square feet of non-air conditioned space at \$4.60 per square foot per annum. This space is to be used in common with seven other airlines for speed check-in counters for the purpose of checking in Lessee's passengers' baggage and for no other purpose. This privilege may be terminated by either party at any time by giving to the other party written notice of its intention to terminate at least 30 days in advance of the proposed termination date. The exercise of any right of termination hereunder shall be without liability to or against Lessor for any damages or loss or profits which Lessee may suffer by reason of such termination.

(3) 20% allocated equally among the participating scheduled passenger carrying airlines who have entered into this agreement with the City.

(4) 80% allocated among participating scheduled passenger carrying airlines who have entered into this agreement with the City based upon the number of passengers boarded by that particular airline at Philadelphia International Airport during the 6 month period immediately preceding each date of allocation as compared to all passengers boarded by all participating scheduled passenger carrying airlines at Philadelphia International Airport who have entered into this agreement with the City during the same period.

(5) In no event shall the product of the formula set forth above resulting in a payment by the participating scheduled passenger carriers to the City be less than the annual rental set forth in sub-paragraph (a)(2) above. If the product shall be less than the aforementioned sum the amount of underpayment shall be allocated among the participants.

(b) Rental for use of the International Section facilities shall be fifty dollars per flight movement.

That effective October 15, 1968 it is further amended as follows:

(A) RENTAL WITH RESPECT TO TERMINAL BUILDING SPACE:

(a)(1) Rentals for space hereby leased exclusively to Lessee as described in Article II, as amended October 15, 1968, shall be \$1650.85 per month. This rental is based on 80 square feet of non-air conditioned space at \$1.65 per square foot per annum; 120 square feet of non-air conditioned space at \$5.05 per square foot per annum; 2428 square feet of air conditioned space at \$6.35 per square foot per annum; and 481 square feet of ticket counter space at \$7.60 per square foot per annum.

3. So much of Article IV of the Basic Lease dated July 10, 1956, as amended, which now reads:

"(H) RENTAL WITH RESPECT TO CARGO STORAGE AND HANDLING BUILDING SPACE:

The rental rates set forth herein shall commence on July 1, 1962. Such rentals for space hereby leased exclusively to Lessee, as outlined in Exhibit "D", attached hereto and made a part hereof, shall be \$278.50 per month. This rental is based on 1671 square feet of non-air conditioned space at \$2.00 per square foot per annum. In consideration of such rental, Lessor shall provide heat and trash removal but no janitorial service or electric light bulbs. Lessee will be charged monthly, at a rate not in excess of that which would be charged by the Philadelphia Electric Company, for all space, but Lessor will provide illumination for the ramp area at its own expense. The amount of current for which Lessee will be charged, at the election of Lessor, either will be measured by meter installed by Lessor or will be estimated in accordance with a formula to be mutually agreed upon."

and which was subsequently amended August 28, 1964 to provide for a 15% increase of the then current rental rates is further amended September 1, 1968 to read;

(H) RENTAL WITH RESPECT TO CARGO AND STORAGE BUILDING:

The rental rates set forth herein shall commence on September 1, 1968. Such rentals for space hereby leased exclusively to Lessee, as outlined in Appendix "A", attached hereto and made a part hereof, shall be \$487.38 per month. This rental is based on 1671 square feet of non-air conditioned space at \$3.50 per square foot per annum. In consideration of such rental, Lessor shall provide heat and trash removal but no janitorial service or electric light bulbs. Lessee will be charged monthly, at a rate not in excess of that which would be charged by the Philadelphia Electric Company, for all electric current used, including current used for lighting both interior and dock space, but Lessor will provide illumination for the ramp area at its own expense. The amount of current for which Lessee will be charged, at the election of Lessor, either will be measured by meter installed by Lessor or will be estimated in accordance with a formula to be mutually agreed upon.

4. Article IV(F) of the Basic Lease, dated July 10, 1956, as amended, which now reads:

"(F) GASOLINE STORAGE AREAS:

Rental of gasoline storage areas hereby leased exclusively to Lessee, as described in Exhibit "C" (Drawing L-10, dated July 8, 1954) attached hereto and made a part hereof, shall be \$7.50 per annum. This rental is based on 375 square feet of space at \$.02 per square foot per annum."

is amended effective September 1, 1968 to read as follows:

(F) AUTOMOTIVE FUEL STORAGE:

Rental of fuel storage areas hereby leased exclusively to Lessee, as described in Exhibit "C" (Drawing L-10, dated July 8, 1954) attached to amendment No. 3 and made a part thereof, shall be \$75.00 per annum. This rental is based on 375 square feet of space at \$.10 per square foot per annum. The minimum annual rental being \$75.00 per plot.

5. Article II of the Basic Lease, as amended, which now reads:

"(L) TRAILER PARKING AREA:

The exclusive use of approximately 140 square feet of space as shown on Drawing L-205 (dated 5/2/67), attached hereto and made a part hereof, for the parking of a house trailer to be used as office space in connection with Lessee's air transportation business and for no other purpose. Said trailer shall be installed in strict accordance with plans and specifications which shall be approved in writing by Lessor prior to installation."

is amended effective November 1, 1968 to read as follows:

In the event that the parties are unable to agree on renegotiated rates by September 1 of the year in which such renegotiation is requested, there shall be deemed to be a rate controversy between the parties. Any rate controversy arising hereunder shall be settled in accordance with the commercial arbitration rules of the American Arbitration Association then obtaining in the City and County of Philadelphia. The arbitration of such controversy shall be by a panel of three (3) arbitrators, the decision of the panel shall be final and binding upon the parties, and judgment upon the award may be entered in a court of appropriate jurisdiction in the City and County of Philadelphia to which jurisdiction all parties hereby voluntarily submit. All costs of arbitration shall be divided equally and paid one-half by the City and one-half by the airlines who are parties to the arbitration.

10. That effective September 1, 1968, the Basic Lease shall be amended by the addition of Article IV(M) which shall read as follows:

(M) RELOCATION CLAUSE:

It is understood and agreed by the parties hereto that Lessor is engaged in the remodeling and reconstruction of the Passenger Terminal Building and that such remodeling and reconstruction requires the shifting of space leased to airlines in the Passenger Terminal Building. It is further agreed, therefore, that Lessor at its sole discretion may require airline to vacate any or all of the premises leased to airline and may designate areas to which airline shall move. Lessor shall use its best efforts to provide substantially identical space for airline and to interfere with airlines' operation to the lowest possible degree under the circumstances, provided, however, airline shall not be required to accept an amount of space substantially in excess of the amount of space leased hereunder.

11. Article IV(A)(d) of the Basic Lease as amended is deleted in its entirety effective September 1, 1968 and the following inserted in lieu thereof:

(A)(d) Adequate janitorial service including sweeping floors, cleaning windows, and removal of trash except in the spaces herein leased exclusively to Lessee. Lessee agrees to provide at its own expense all janitorial services in the spaces herein leased exclusively to Lessee, including sweeping floors, cleaning interior sides of windows, removal of trash from Lessee's receptacles.

12. Except as herein provided, all other provisions of the Basic Lease as amended shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed the day and year first above written.

RECOMMENDED:
By: [Signature]
Deputy Director of Commerce
for Aviation

CITY OF PHILADELPHIA:
By: [Signature]
Deputy Director of Commerce

DELTA AIR LINES, INC.
By: [Signature]

Title: VICE PRESIDENT - PROPERTIES

Attest: [Signature]

Title: Assistant Secretary

Approved as to form
VY ANDERSON
City Solicitor
[Signature]
CORPORATE SEAL:

RETURN THIS COPY TO PROPERTIES DEPT. DELTA AIR LINES, INC. ATLANTA, GEORGIA	
DEPT. LEAD	E & H
PROP.	RHW
LEGAL	4/1/70 PMA
INS.	AC

E

ORIGINAL
1239
DELTA COPY

AIRLINE - AIRPORT USE AND LEASE AGREEMENT

PHILADELPHIA INTERNATIONAL AIRPORT

PHILADELPHIA, PENNSYLVANIA

"DELTA AIR LINES, INC.
CONTRACT NO. 12701"

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THIS AGREEMENT, made and entered into this 17th
day of March, 197⁸, by and between the City of
Philadelphia, a city of the first class, existing under and
by virtue of the laws of the Commonwealth of Pennsylvania,
hereinafter called "City", and Delta Air Lines, Inc.
 a corporation organized and existing
under the laws of the State of Delaware and
authorized to do business in the Commonwealth of Pennsylvania,
hereinafter called "Airline":

W I T N E S S E T H:

WHEREAS, City is the owner of Philadelphia Inter-
national Airport located in Philadelphia and Delaware Counties,
in the Commonwealth of Pennsylvania, hereinafter called the
"Airport";

WHEREAS, City has the right to lease property on
the Airport together with the facilities, easements, rights,
licenses, and privileges hereinafter granted, and has full
power and authority to enter into this Agreement in respect
thereof;

WHEREAS, City is undertaking a capital program
including in part the expansion and renovation of domestic
terminal facilities, construction of additional cargo facilities

I. "Cost Accounting System" means the system for collection, allocation, and reporting of revenues, expenses and debt service associated with the operation of the Airport System and Outside Terminal Area in such a manner that will ensure the availability of proper data to support the calculation of airline rates and charges required under this Agreement. The system of reporting revenues, expenses, and debt service utilized by the Division of Aviation will preserve the basic cost centers set forth in the Peat, Marwick, Mitchell & Co. Report which will identify Airport System revenues, expenses, and debt service for purposes of Authorizing Legislation and Airport Revenue Bonds issued thereunder.

J. "Cost Centers" means the cost areas to be used in accounting for revenues and expenses, as more particularly defined below:

(1) "Airfield Area" means those portions of the Airport, as they now exist or hereafter may be extended or improved, all as more particularly delineated on Exhibit A, attached hereto, providing for the landing and takeoff, handling, servicing, loading and unloading, and other operations of aircraft.

(2) "Terminal Building" means the Airport domestic terminal building, as it now exists or hereafter may be

expanded or improved, as more particularly delineated on Exhibits D-1 through D-18, attached hereto.

(3) "Outside Terminal Area" means the public roadway system, parking facilities, hotel, motel, and service station facilities appurtenant, adjacent to or used in connection with the Airport, as they now exist or may be developed, extended or improved from time to time, all as more particularly delineated on Exhibit A, attached hereto.

(4) "Other Areas" means those Airport facilities, including but not limited to, airline, general aviation and corporate hangar, commissary, and fueling facilities, as they now exist or may be developed, extended, or improved from time to time, all as more particularly delineated on Exhibit A, attached hereto.

(5) "Cargo City" means the Airport area, more particularly delineated on Exhibit A, attached hereto, including certain airline freight, express and mail handling facilities and certain non-airline facilities, as those facilities now exist or may be developed, extended or improved from time to time.

(6) "North Philadelphia Airport" means the Airport facility operated by the Division of Aviation, located in the northeast portion of City, and further delineated

C. For Airline's suppliers of materials and furnishers of service: to the public areas of the Airport and to areas and facilities leased to or designated for use by Airline. This privilege shall extend to vehicles, machinery and equipment of such suppliers and furnishers used in their business of furnishing such supplies and services to Airline.

D. The ingress and egress provided for above shall not be used, enjoyed or extended to any person, airline or vehicle engaging in any activity or performing any act or furnishing any service for or on behalf of Airline that Airline is not authorized to engage in or perform under the provisions hereof unless expressly authorized by City. In addition to all the foregoing, Airline and its agents, employees, contractors and subcontractors shall have all rights of access, including ingress and egress, necessary to the proper conduct of Airline's business and to the exercise of Airline's rights and performance of Airline's obligations under this Agreement.

ARTICLE III - TERM

Section 301.

Airline shall have and hold the premises, facilities, rights, licenses and privileges, as set forth herein, for a term of thirty-two (32) years commencing on July 1, 1974 and

expiring on June 30, 2006 unless sooner terminated as provided hereinbelow.

ARTICLE IV - RENTALS AND FEES

Section 401. Monthly Reports and Invoices

Airline shall pay to City, without demand or notice other than required invoices and without deduction or set off, for the use of all premises, facilities, rights, licenses and privileges granted hereunder, the following rentals, fees and charges during the term hereof:

A. Not less than fifteen (15) days prior to the beginning of each month, City shall transmit to Airline an invoice or invoices of the rentals estimated to be incurred by Airline during said month pursuant to Sections 402, 403, 404 and 405. Airline shall render payment of said estimated rentals computed in accordance with Sections 402, 403, 404 and 405 not later than the first day of each month for which they are due.

Airline shall pay all miscellaneous charges, including such charges, for example, as trash removal, not later than thirty (30) days after mailing or transmittal of an invoice by City to Airline.

B. Airline's local representative shall, within fifteen (15) days following the end of each calendar month,

Key: A (Airline)
C (City, DOA)
T (Non-Airline)

DESCRIPTION	TYPE OF SPACE						LANDING AREAS		
	AIRLINE EXCLUSIVE	JOINT USE #1	COMMON USE #2	AIRLINE LEASEABLE VACANT	PUBLIC AREAS	NON-AIRLINE TENANTS	RUNWAYS	TAXIWAYS	PARKING RAMPS
Baggage Claim, Bridges, Terminals, Connectors, Pavillions, Dolly Concourse, D&E Baggage Tunnel									
Air Conditioning	C	C	C	C	C	C	---	---	---
Heat	C	C	C	C	C	C	---	---	---
Water & Sewerage	C	C	C	C	C	C	---	---	---
Power Supply to Panels #3	C	C	C	C	C	C	C	C	C
Lighting #4	C	C	C	C	C	C	C	C	C
Cleaning #5	A	A	C	C	C	T	C	C	A
Trash Removal #5	A	A	C	C	C	T			
Window & Washing - Interior	A	A	C	C	C	T	---	---	---
- Exterior	C	C	C	C	C	C	---	---	---
Decorating - Maintenance, Replacement, Repair of Walls, Ceilings, Floors, Doors, Furni- ture, Fixtures, Win- dows	A	A	C	C	C	T	---	---	---
Flooring & Fixtures	A	A	C	C	C	T	---	---	---
Building - Structural	C	C	C	C	C	C	---	---	---
- Interior	A	A	C	C	C	T	---	---	---
- Exterior	C	C	C	C	C	C	---	---	---
Painting - Repair & Replacement	---	A #6	C	---	C	---	C	C	C
Baggage - Claim Devices	A	A	A	---	A	---	---	---	---
- Conveyors	A	A	A	---	A	---	---	---	---
Passenger Loading Bridges	A	A	---	---	---	---	---	---	---
Snow & Ice Removal	---	A #6	C	C	C	C	C	C	C
Keys and locks	A	A	A	C	C	T	---	---	---

1. Space shared exclusively by Airlines.
2. Space shared by Airlines/City/Non-Airlines.
3. City shall provide standard A.C./Heat/Lighting. Power required for all other purposes shall be the responsibility of & shall be paid for by Lessee. Usage of all additional power shall be estimated, or measured by meter. Meters to be installed at Lessee's expense.
4. Lighting shall mean general illumination and shall include relamping and replacement of the Airport's standard starters, Ballasts, switches and outlets but shall not include special airline installations or requirements.
5. City shall provide ramp trash removal & cleaning up to 100 feet of the Pavillions; Airline shall provide this service within their 100 foot area. Trash removal shall mean frequent and adequate handling and disposal of trash away from the Airport.
6. Tug Drives - Terminals "D" and "E"

—

F

AGREEMENT OF LEASE made this 13th day of January, 1958, by and between THE DEPARTMENT OF COMMERCE OF THE CITY OF PHILADELPHIA, which City is a municipal corporation of the Commonwealth of Pennsylvania, (hereinafter referred to as Lessor), and NORTHEAST AIRLINES, INC. a corporation organized and existing under and by virtue of the laws of the State of Massachusetts (hereinafter referred to as Lessee).

WITNESSETH

WHEREAS, the Lessor now owns and operates an airport located in Philadelphia and Delaware Counties, in the Commonwealth of Pennsylvania, known as "Philadelphia International Airport" (hereinafter sometimes referred to as the "Airport"), as more fully described in Exhibit A, a map entitled "City of Philadelphia, Division of Aviation, Philadelphia International Airport Map", attached hereto and made a part hereof; and

WHEREAS, the Lessee is engaged in the business of transporting persons, property, cargo, freight and mail by air, and the Lessor desires to grant and lease, and the Lessee desires to hire and obtain the use of certain premises and facilities on said Airport, together with certain rights, powers, licenses and privileges thereon; and

WHEREAS, the Lessor proposes to maintain and operate the Airport in all respects in a manner at least equal to the standards or ratings for airports of similar size and character issued by the Civil Aeronautics Authority and any other governmental agency having jurisdiction thereof;

NOW, therefore, the parties hereto, for and in consideration of the rentals, fees, covenants and agreements contained herein agree as follows:

ARTICLE I - DEFINITIONS

The following terms shall have the respective meanings given

PHILADELPHIA AIRPORTS, INC.
CONTRACT NO. 9341

-1-

DEPT.	INITIAL	DATE	DEPT.	INITIAL	DATE
PROPY	EBB	1/29	INS.	HGM	2/29
USER	L.K.	1/28	RESEARCH		
LAW			ACCTG.	RDm	5/12/58
			CAB		

When the following premises, conditions, warranties, covenants and agreements, set forth

date other than the first or last day of a calendar month, the applicable rental, fees, and charges for that month shall be paid for said month pro rata according to the number of days in that month during

with respect to any of the partition premises, fixtures, things, licenses, services or privileges as herein provided fails on any

[illegible]

days after receipt of such statement.

Within a reasonable time thereafter Lessee shall transmit to Lessor a statement of the flight fees and charges incurred by Lessee for the preceding month and the same shall be paid by Lessee within fifteen

Flights by type and weight of aircraft.

Lessee shall transmit to Lessor on or before the tenth day of each month a statement of (1) the type and weight of aircraft actually used for each scheduled flight shown on Lessee's timetable filed with the Civil Aeronautics Authority for the preceding month; and (2) the actual number of Lessee's other revenue flights at the Airport during the preceding month such as extra sections, charter and advertising

NO ONE ELSE IN THE CITY HAS BEEN REPORTED WITH THIS SYMPTOM.

SPRINT SERVICE IS AVAILABLE ONLY IN MONTHLY INSTALLMENTS IN ADVANCE

SUBJECT: PORTLAND CEMENT

facilities, lights, showers, lockers, towels and privileges granted hereunder

~~LOSSES BEING TO PAY TO LOSST FOR THE USE OF THE PRISON,~~

11-11-68

Subject to the provisions of the Act of 1917

THIS DOCUMENT CONTAINS NEITHER RECOMMENDATIONS NOR CONCLUSIONS OF THE NATIONAL BUREAU OF STANDARDS. IT IS THE PROPERTY OF THE NATIONAL BUREAU OF STANDARDS AND IS LOANED TO YOUR ORGANIZATION; IT AND ITS CONTENTS ARE NOT TO BE DISTRIBUTED OUTSIDE YOUR ORGANIZATION.

NY 67-15361 (9) - Bureau of Investigation, New York City, New York, dated 10/10/67, re: [redacted]

The term "noted" shall be for a period of fifteen (15) years and

THE UNIVERSITY OF CHICAGO PRESS

The use of adequate area reasonably near the edge of the paved terminal building ramp for the storage of loaded, gasoline trucks.

Lessee agrees to keep, at the Airport, such records as may be necessary or appropriate to determine the fees and charges payable hereunder and to permit Lessor or its duly authorized representative to examine and audit such records at all reasonable times.

(A) Rental with respect to Terminal Building Space:

Rentals for this building shall commence as specified in Article III, entitled "TERN". Such rentals for space hereby leased exclusively to Lessee, as outlined in green on Exhibit B, consisting of four sheets, consisting of Drawing L-72, dated 6-1-57, Drawing L-86 dated 5-2-57, Drawing L-49A dated 5-1-57, Drawing L-89 dated 8-8-57, attached hereto and made a part hereof, shall be \$482.71 per month. This rental is based on 203 square feet of Non Air-Conditioned space at \$3.50 per square foot per annum and 920 sq. ft. of Air Conditioned Space at \$4.50 per square foot per annum and 157 square feet of Ticket Counter space at \$6.00 per square foot. Lessee hereby accepts such space and agrees to pay the aforesaid rentals. In consideration of such rentals Lessor shall provide:

(a) Electrical current and light bulbs for illumination.

This does not include power for teletype machines and other similar machines, for which an additional monthly charge shall be made at a rate not in excess of that which would be charged by the Philadelphia Electric Company for such use. The amount of power so used, at the election of Lessor, either will be measured by meter installed by Lessor or will be estimated in accordance with a formula to be mutually agreed upon.

- (b) Heat to an even working temperature, twenty-four hours a day, during those months in which it is customary to furnish heat in business properties in the City of Philadelphia.**
- (c) Reasonably adequate air conditioning, twenty-four hours a day, including the providing, operating and maintenance of the air conditioning equipment in connection therewith of certain of the exclusive areas occupied by the Lessee as outlined**

in green on Exhibit B, consisting of,

Drawing L-86 dated May 2, 1957

Drawing L-72 dated June 1, 1957

5/20/70 (d) Adequate janitorial service including sweeping floors, cleaning windows, and removal of trash from Lessee's receptacles.

(e) Non-exclusive use of common water and toilet facilities which Lessor will maintain in a clean and orderly manner.

5/20/70 (B) Flight Fees:

7/20/70 1. From and after the commencement of the term hereof fees and charges for the use of the Airport, in accordance with this lease shall be represented by flight fees payable monthly as follows:

<u>Type of Aircraft</u>	<u>Flight Fees</u>
Douglas DC-3	3.25
Douglas Super DC-3	4.05
Douglas DC-4	8.30
Martin 202	5.33
Martin 404	5.60
Convair 240	5.20
Convair 340	6.05
Lockheed Constellation 049	10.79
Lockheed Constellation 749	11.65
Lockheed Super Constellation 1049	12.85
Douglas DC-6	9.75
Douglas DC-6B	11.05
Douglas DC-7	12.35
Boeing 377	15.80

The flight fees payable for each calendar month in respect of Lessee's scheduled aircraft arrivals shall be determined by multiplying the number of arrivals (other than Lessee's international flights, if any), scheduled for the applicable month as shown on Lessee's timetable

/ G

AMENDMENT NO. 2

THIS AGREEMENT OF AMENDMENT made and entered into this 5th day of August, A.D. 1962, by and between the CITY OF PHILADELPHIA, a municipal corporation of the Commonwealth of Pennsylvania, through its Department of Commerce (hereinafter called "Lessor"), and NORTHEAST AIRLINES, INC., a corporation organized and existing under the laws of the State of Massachusetts (hereinafter called "Lessee");

M I N E S E E I N:

WHEREAS, the Lessor owns and operates the PHILADELPHIA INTERNATIONAL AIRPORT, Philadelphia, Pennsylvania, (hereinafter called "Airport"); and

WHEREAS, the parties entered into an Agreement of Lease on the 13th day of January, 1958 (hereinafter called "Basic Lease"), wherein Lessor leased certain space and granted certain privileges to Lessee at the Airport; and

WHEREAS, the Basic Lease was amended by an amendment dated July 22, 1959, and Lessee desires to lease certain additional premises at said Airport;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, Lessor and Lessee hereby agree as follows:

1. So much of Article II of the Basic Lease dated January 13, 1958, as amended, which now reads:

"(H) Public Address System: The use of an adequate public address system serving appropriate portions of the Terminal Building and ramp area adjacent thereto, including, without limitation, the passenger lobbies, public space and Lessee's exclusive space, which system shall provided, operated and maintained by Lessor,

"(I) Miscellaneous Areas and Facilities: The use in common with others authorized to do of the mobile concourse area, incoming baggage claim area and aircraft sewage disposal unit located on the ground floor of the Terminal Building.

"The exclusive use of adequate conveniently located paved areas contiguous to or beneath the Terminal Building loading piers for the parking of Lessee's ramp and automotive equipment.

"The use of adequate area reasonably near the edge of the paved Terminal Building ramp for the storage of Lessee's gasoline trucks."

shall be amended effective July 1, 1962 to read as follows:

(H) Space in the Cargo Storage and Handling Building: The exclusive use of 1671 square feet of space in the Cargo Storage and Handling Building as the same is outlined in green on Exhibit "C" (Drawing L-14 dated 8/28/54) attached hereto and made a part hereof.

(I) Public Address System: The use of an adequate public address system serving appropriate portions of the Terminal Building and ramp area adjacent thereto, including, without limitation, the passenger tipples, public space and Lessee's exclusive space, which system shall be provided, operated and maintained by Lessor.

(J) Miscellaneous Areas and Facilities: The use in common with others authorized so to do of the mobile concourse area, incoming baggage claim area and aircraft sewage disposal unit located on the ground floor of the Terminal Building.

The exclusive use of adequate, conveniently located paved areas, contiguous to or beneath the Terminal Building loading piers, for the parking of Lessee's automotive and ramp equipment.

The use of an adequate area reasonably near the edge of the paved Terminal Building ramp for the storage of Lessee's gasoline trucks.

2. So much of Article IV of the Basic Lease dated January 13, 1958, as amended, which now reads:

"(H) Surface Transportation: Lessor agrees to cooperate with Lessee in a mutual endeavor to provide adequate limousine or motor coach transportation between centers of population and the Airport at reasonable charges. Lessee shall have the right to provide such service for its passengers, directly or through a designee, if in its opinion either the service rendered by the Lessor's designee is inadequate or the charges therefor are unreasonable, but only after giving notice to the Lessor and giving the Lessor reasonable time to remedy such situation. In the event that Lessee shall exercise such right, Lessee agrees to pay or to cause its designee to pay within a reasonable time to Lessor a fee of 10¢ per passenger so transported either to or from the Airport by Lessee or Lessee's designee.

"(I) No Other Charges or Fees: There shall be no other rentals, fees or charges, and no tolls payable by Lessee to the Lessor for the rights, powers, licenses, privileges, facilities and services covered by this lease other than those specifically provided herein; provided that Lessor shall be under no obligation to furnish premises or facilities or render any services not specifically provided for herein; and provided further that additional charges may be made for any additional space, rights, licenses, powers, privileges, facilities or services hereafter provided by the Lessor at the request of Lessee.

"(J) Renegotiation: Notwithstanding any provision to the contrary herein contained, effective July 1, 1958 and July 1, 1963, the flight fees and space rentals may be renegotiated at the option of either party hereto. Such option shall be exercised by either party

giving written notice to the other at least ninety days prior to the above mentioned date that renegotiation is desired. The parties hereto agree that such renegotiation, if requested, may by mutual agreement, modify the rate of such fees and rentals not to exceed an increase or decrease of 20% of the amounts then in effect for each succeeding five year period."

shall be amended, effective July 1, 1962, to read as follows:

(H) Rental with Respect to Cargo Storage and Handling

Building Space: The rental rates set forth herein shall commence on July 1, 1962. Such rentals for space hereby leased exclusively to Lessee, as described in Exhibit "C", attached hereto and made a part hereof, shall be \$278.50 per month. This rental is based on 1671 square feet of non-air conditioned space at \$2.00 per square foot per annum. In consideration of such rental, Lessor shall provide heat and trash removal but no janitorial service or electric light bulbs. Lessee will be charged monthly, at a rate not in excess of that which would be charged by the Philadelphia Electric Company, for all electric current used, including current used for lighting both interior and deck space, but Lessor will provide illumination for the ramp area at its own expense. The amount of current for which Lessee will be charged, at the election of Lessor, either will be measured by meter installed by Lessor or will be estimated in accordance with a formula to be mutually agreed upon.

(I) Surface Transportation: Lessor agrees to cooperate with Lessee in a mutual endeavor to provide adequate limousine or motor coach transportation between centers of population and the Airport at reasonable charges. Lessee shall have the right to provide such service for its passengers, directly or through a designee, if in its opinion either the service rendered by the Lessor's designee is inadequate or the charges therefor are unreasonable, but only after giving notice to the Lessor and giving the Lessor reasonable time to remedy such situation. In the event that Lessee shall exercise such right, Lessee agrees to pay or to cause its designee to pay within a reasonable time to Lessor a fee of 10¢ per passenger so transported either to or from the airport by Lessee or Lessee's designee.

(J) No Other Charges or Fees: There shall be no other rentals, fees or charges, and no tolls payable by Lessee to the Lessor for the rights, powers, licenses, privileges, facilities and services covered by this lease other than those specifically provided herein; provided that Lessor shall be under no obligation to furnish premises or facilities or render any services not specifically provided for herein; and provided further that additional charges may be made for any additional space, rights, licenses, powers, privileges, facilities or services hereafter provided by the Lessor at the request of Lessee.

(K) Renegotiation: Notwithstanding any provision to the contrary herein contained, effective July 1, 1963 the flight fees and space rentals may be renegotiated at the option of either party hereto. Such option shall be exercised by either party giving written notice to the other at least ninety days prior to the above mentioned date that renegotiation is desired. The parties hereto agree that such renegotiation, if requested, may by mutual agreement modify the rate of such fees and rentals not to exceed an increase or decrease of 20% of the amounts then in effect for each succeeding five-year period.

3. Except as herein otherwise provided, all other provisions of the Basic Lease, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused these presents to be executed by their respective duly authorized officers as of the day and year first above written.

RECOMMENDED:

By:

Assistant Deputy Director of Commerce
for Aviation

(H)

CITY OF PHILADELPHIA

By:

David L. Davis
Deputy Director of Commerce for Aviation

NORTHEAST AIRLINES, INC.

By:

Hamilton Heard
~~President~~ VICE-PRESIDENT ADM.

Attest:

Thomas L. Seaman
Title: Vice Pres. - Operations

(Corporate Seal)

Approved as to form

DAVID BERGER
CITY SOLICITOR
Pace Reich
PER Assistant City Solicitor

DEPT.	INITIAL	DATE
PROP'Y	<i>E. G. B.</i>	<i>10/15</i>
USER	<i>L. K.</i>	<i>10/15</i>
LAW		
INS.		
RESEARCH		
ACCTG.		
CAB		

H

/

10/10/10

10/10/10

CORPORATE FILES

AMENDMENT NO. 6

THIS AGREEMENT OF AMENDMENT, made and entered into this 20th day of May A.D. 1970, by and between the CITY OF PHILADELPHIA, a municipal corporation of the Commonwealth of Pennsylvania, through its Department of Commerce (hereinafter called Lessor), and NORTHEAST AIRLINES, INC., a corporation organized and existing under the laws of the State of Massachusetts (hereinafter called Lessee);

W I T N E S S E T H:

WHEREAS, the parties hereto entered into an Agreement of Lease on January 13, 1958 (hereinafter called the Basic Lease) wherein Lessor leased certain space and granted certain privileges to Lessee at PHILADELPHIA INTERNATIONAL AIRPORT (hereinafter called Airport);

WHEREAS, the Basic Lease was amended by amendments dated 7/22/59; 8/15/62; 8/5/64; 5/29/67; 2/15/68; and

WHEREAS, the parties hereto have made further changes to the Basic Lease, as amended which are in effect but which have not been reduced to writing; and

WHEREAS, it is the intention of the parties to reduce said changes to writing and further amend the Basic Lease in the manner hereinafter set forth;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, Lessor and Lessee hereby agree as follows;

1. So much of Article II(B) of the Basic Lease dated January 13, 1958, as amended, which reads:

(B) SPACE IN AND ADJACENT TO TERMINAL BUILDING:

"The exclusive use of 1492 square feet of space in the Terminal Building as shown in Drawings L-72 and L-49A (attached to the Basic Lease), Drawing L-206 (attached to Amendment No. 4) and Drawing L-89A, attached hereto and made a part hereof, effective February 1, 1967.

is amended as follows:

(I) SPACE IN AND ADJACENT TO THE TERMINAL BUILDING:

Effective November 1, 1966 Lessor does hereby demise and let unto Lessee one-eighth of 326 square feet of non-air conditioned space in the lobby on the ground floor of the Terminal Building at the Airport as shown on Drawing L-189 dated 8/19/66, attached hereto and made a part hereof, for a monthly rental of \$15.62 which is Lessee's proportionate share of the total monthly rental of \$124.96, based on 326 square feet of non-air conditioned space at \$4.60 per square foot per annum. This space is to be used in common with seven other airlines for speed check-in counters for the purpose of checking in Lessee's passengers' baggage and for no other purpose. This privilege may be terminated by either party at any time by giving to the other party written notice of its intention to terminate at least 30 days in advance of the proposed termination date. The exercise of any right of termination hereunder shall be without liability to or against Lessor for any damages or loss of profits which Lessee may suffer by reason of such termination.

That effective December 3, 1968 it is further amended as follows:

(B) SPACE IN AND ADJACENT TO THE TERMINAL BUILDING:

The exclusive use of 1456 square feet of space in the Terminal Building as shown on Drawing L-72 (attached to the Basic Lease), Drawing L-206 (attached to Amendment No. 4) Drawing L-89A (attached to Amendment No. 5), and Drawing L-189 (attached hereto and made a part hereof).

2. Article IV(A), of the Basic Lease, as amended, which reads:

"(A) RENTAL WITH RESPECT TO TERMINAL BUILDING SPACE:

Effective February 1, 1967, rentals for space hereby leased exclusively to Lessee, as shown on Drawings L-72, L-49A, L-206 and L-89A, shall be \$706.87 per month. This rental is based on 328 square feet of non-air conditioned space at \$4.60 per square foot per annum and 920 square feet of air conditioned space at \$5.75 per square foot per annum and 244 square feet of ticket counter space at \$6.90 per square foot per annum."

is amended effective September 1, 1968, as follows:

(A) RENTAL WITH RESPECT TO TERMINAL BUILDING SPACE:

(a)(1) Rental rates for space hereby leased exclusively to Lessee as shown on Drawings L-72, L-49A, L-206, L-89A, and L-189, shall be \$796.56 per month based on 369 square feet of non-air conditioned space at \$5.05 per square foot per annum; 920 square feet of air conditioned space at \$6.35 per square foot per annum; and 244 square feet of ticket counter space at \$7.60 per square foot per annum.

(2) Rental for the baggage claim space used exclusively by the airlines consisting of 13,375 square feet at the rate of \$6.35 per square foot per annum for a total annual rental of \$84,931.25 shall be pro rated upon the following formula;

(3) 20% allocated equally among the participating scheduled passenger carrying airlines who have entered into this agreement with the City.

(4) 80% allocated among participating scheduled passenger carrying airlines who have entered into this agreement with the City based upon the number of passengers boarded by that particular airline at Philadelphia International Airport during the 6 month period immediately preceding each date of allocation as compared to all passengers boarded by all participating scheduled passenger carrying airlines at Philadelphia International Airport who have entered into this agreement with the City during the same period.

(5) In no event shall the product of the formula set forth above resulting in a payment by the participating scheduled passenger carriers to the City be less than the annual rental set forth in subparagraph (a)(2) above. If the product shall be less than the aforementioned sum the amount of underpayment shall be allocated among the participants.

(b) Rental for use of the International Section facilities shall be fifty dollars per flight movement.

That effective December 3, 1968 it is further amended as follows:

(A) RENTAL WITH RESPECT TO TERMINAL BUILDING:

(a)(1) Rental for space hereby leased exclusively to Lessee as shown on Drawings L-72, L-206, L-89A, and L-189 shall be \$764.15 per month based on 292 square feet of non-air conditioned space at \$5.05 per square foot per annum; 920 square feet of air conditioned space at \$6.35 per square foot per annum; and 244 square feet of ticket counter space at \$7.60 per square foot per annum.

3. Article IV(H) of the Basic Lease, as amended, which reads:

"(H) RENTAL WITH RESPECT TO CARGO STORAGE AND HANDLING BUILDING SPACE:

The rental rates set forth herein shall commence on July 1, 1962. Such rentals for space hereby leased exclusively to Lessee, as described in Exhibit "C", attached hereto and made a part hereof, shall be \$278.50 per month. This rental is based on 1671 square feet of non-air conditioned space at \$2.00 per square foot per annum. In consideration of such rental, Lessor shall provide heat and trash removal but no janitorial service or electric light bulbs. Lessee will be charged monthly, at a rate not in excess of that which would be charged by the Philadelphia Electric Company, for all electric current used, including current used for lighting both interior and dock space, but Lessor will provide illumination for the ramp area at its own expense. The amount of current for which Lessee will be charged, at the election of Lessor, either will be measured by meter installed by Lessor or will be estimated in accordance with a formula to be mutually agreed upon."

and which was subsequently amended August 5, 1964 to provide for a 15% increase of the then current rental rates, is further amended, effective September 1, 1968, to read as follows:

(H) RENTAL WITH RESPECT TO CARGO AND STORAGE BUILDING:

The rental rates set forth herein shall commence on September 1, 1968. Such rentals for space hereby leased exclusively to Lessee, as described in Exhibit "C", attached to Amendment No. 3 and made a part thereof, shall be \$487.38 per month. This rental is based on 1671 square feet of non-air conditioned space at \$3.50 per square foot per annum. In consideration of such rental, Lessor shall provide heat and trash removal but no janitorial service or electric light bulbs. Lessee will be charged monthly, at a rate not in excess of that which would be charged by the Philadelphia Electric Company, for all electric current used, including current used for lighting both interior and dock space, but Lessor will provide illumination for the ramp area at its own expense. The amount of current for which Lessee will be charged, at the election of Lessor, either will be measured by meter installed by Lessor or will be estimated in accordance with a formula to be mutually agreed upon.

4. Article III - - Term, of the Basic Lease dated January 13, 1958 shall be deleted in its entirety and the following substituted therefor:

ARTICLE III - TERM

The term hereof shall commence on September 1, 1968 and shall terminate on August 31, 1973, unless such term shall be sooner terminated as hereinafter provided.

5. Article IV(B) of the Basic Lease as amended is deleted in its entirety and the following substituted therefor effective September 1, 1968:

(B) FLIGHT FEES:

(1) Flight fees for piston engine, turboprop, turbofan and turbojet aircraft shall be payable at the rate of twenty five cents per one thousand (1,000) pounds of maximum allowable gross landing weight.

(2) The maximum allowable gross landing weight for all aircraft in paragraph (1) above shall mean the maximum allowable gross landing weight which an aircraft may lawfully have under most favorable conditions which may exist at any airport in the United States without regard to special limiting factors arising out of a particular time, place, or circumstances of the particular landing such as runway length, air transportation, or the like. If such maximum allowable gross landing weight is not fixed by or pursuant to law, then said phrase shall mean the actual gross weight at the time the landing is made.

(3) The flight fees payable for each calendar month in respect to Lessee's scheduled aircraft arrivals shall be determined by multiplying the number of times such aircraft is scheduled to land within each month in accordance with each airline's timetable schedules in effect on the first day of the month involved by the rate set forth in paragraph (B)(1) above.

(4) No additional charges or reductions in landing fees will be made for the following:

- (a) flights operated as extra sections to scheduled flights;
- (b) landings made because of mechanical failure or other bona fide in-flight emergencies;
- (c) aircraft of different weight categories which were subsequently substituted for those shown in the first day of the month schedules;
- (d) official time-table changes after the first day of month which increase the number of landings scheduled for the balance of the month (over those in effect on the first day of the month);
- (e) flights scheduled to land at other airports which, because of adverse weather at the other airports, were diverted to Philadelphia for landing provided that Philadelphia International Airport was filed in the flight plan as an alternate to the airport to which the flight was scheduled to land;
- (f) aircraft landings which carry no revenue-producing loads.

(5) Landing fees will be charged for aircraft landing not scheduled which carry revenue-producing loads (passengers/cargo/mail). Examples: (1) charters; (2) sight-seeing flights; (3) diversions other than those described above.

(6) Payment of flight fees shall also entitle Lessee to the use of the ramp provided at or adjacent to the Terminal Building for such reasonable time as may be required by Lessee for the loading and unloading of passengers, baggage and mail and servicing of its aircraft.

(7) Lessor shall impose no fee for the use of a gate position, except that if an aircraft not actually loading or unloading passengers, baggage or mail remains at a gate position for more than fifteen (15) minutes after it becomes apparent that such gate position is needed for another aircraft and the Superintendent of the Airport has directed that such aircraft be removed, then and in that event there shall be a charge of \$2.50 for each additional thirty (30) minutes or fraction thereof that the aircraft remains at a gate position.

6. Article IV(K) of the Basic Lease dated January 13, 1958 shall be hereby deleted in its entirety as effective September 1, 1968, and; is amended as follows:

(K) RENEGOTIATION:

The rates and charges are subject to renegotiation if so requested in writing by the City or the airlines at least 90 days before any of the following dates (which are the dates any renegotiated rates for the succeeding period would become effective):

September 1, 1970
September 1, 1971
September 1, 1972

In the event that the parties are unable to agree on renegotiated rates by September 1 of the year in which such renegotiation is requested, there shall be deemed to be a rate controversy between the parties. Any rate controversy arising hereunder shall be settled in accordance with the commercial arbitration rules of the American Arbitration Association then obtaining in the City and County of Philadelphia. The arbitration of such controversy shall be by a panel of three (3) arbitrators, the decision of the panel shall be final and binding upon the parties, and judgment upon the award may be entered in a court of appropriate jurisdiction in the City and County of Philadelphia to which jurisdiction all parties hereby voluntarily submit. All costs of arbitration shall be divided equally and paid one-half by the City and one-half by the airlines who are parties to the arbitration.

7. That effective September 1, 1968, the Basic Lease shall be amended by the addition of Article IV(L) which shall read as follows:

(L) RELOCATION CLAUSE:

It is understood and agreed by the parties hereto that Lessor is engaged in the remodeling and reconstruction of the Passenger Terminal Building and that such remodeling and reconstruction requires the shifting of space leased to airlines in the Passenger Terminal Building. It is further agreed, therefore, that Lessor at its sole discretion may require airline to vacate any or all of the premises leased to airline and may designate areas to which airline shall move. Lessor shall use its best efforts to

provide substantially identical space for airline and to interfere with airlines' operation to the lowest possible degree under the circumstances, provided, however, airline shall not be required to accept an amount of space substantially in excess of the amount of space leased hereunder.

8. Article IV(A)(d) of the Basic Lease as amended is deleted in its entirety effective September 1, 1968 and the following inserted in lieu thereof:

(A)(d) Adequate janitorial service including sweeping floors, cleaning windows, and removal of trash except in the spaces herein leased exclusively to Lessee. Lessee agrees to provide at its own expense all janitorial services in the spaces herein leased exclusively to Lessee, including sweeping floors, cleaning interior sides of windows, removal of trash from Lessee's receptacles.

9. Except as herein provided, all other provisions of the Basic Lease as amended shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed the day and year first above written.

RECOMMENDED:
By: [Signature]
Deputy Director of Commerce
for Aviation
R. 2PB

CITY OF PHILADELPHIA:
By: [Signature]
Deputy Director of Commerce

NORTHEAST AIRLINES, INC.
By: [Signature]
N. RALPH TIPALDI

Title: VICE PRESIDENT-CUSTOMER SERVICES

Attest: [Signature]

Title: -----Clerk-----

CORPORATE SEAL:

[Signature]
J. W. Dello Russo
Assistant Treasurer

Approved as to form
LEVY ANDERSON
City Solicitor
Per: [Signature]
Deputy City Solicitor
ASJ

APPENDIX "A"

SPACE RENTALS

Revision of Northeast Airlines, Inc. space rentals to conform to new space rental rates mutually agreed upon in the 1968 City of Philadelphia/airline renegotiations.

Northeast Airlines, Inc. schedule of space rentals for space currently under lease at Philadelphia International Airport as set forth in Northeast's basic lease, as amended, shall be as follows:

TERMINAL BUILDING SPACE:

<u>Ground Floor:</u>	<u>SQUARE FEET</u>	<u>DRAWING</u>	<u>RATE PER SQ. FT. PER ANNUM</u>	<u>MONTHLY BILLING</u>
Operations Office	920 AC	L-72	\$ 6.35	\$ 486.83
Baggage Chute Area	251 NAC	L-89A	5.05	105.63
Check-In-Counter (Lobby)	41 NAC	L-189	5.05	17.15 *

SECOND FLOOR:

Ticket Counter	244 TC	L-206	7.60	154.54
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TOTAL SPACE:

NAC - 292 sq. ft.
AC - 920 sq. ft.
TC - 244 sq. ft.
1456 sq. ft.

TOTAL RENTAL _____ \$ 764.15

CARGO AND STORAGE BUILDING:

Storage & Handling	1671	L-14	3.50	\$ 487.37
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VOLATILE STORAGE BUILDING: NO SPACE

AUTOMOTIVE FUEL STORAGE: NO SPACE

AVIATION FUEL STORAGE: NO SPACE

MISCELLANEOUS:

Trailers, (1) Letter Agreement	@ 40.00 ea.	40.00
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* Proportionate share of \$137.19 total.